IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.4665 OF 1997

Rama Petrochemicals Ltd. ... Plaintiffs

Vs.

Prakash Industries Limited. ... Defendants

Mr. Rajesh Rathod i/b M/s. Bilawala & Co. for the plaintiffs.

Mr. D.S. Purandare i/b M/s. Shiralkar & Co. for the defendants.

CORAM : SMT. RANJANA DESAI, J.

DATED : NOVEMBER 01, 2007.

P.C.:-

1. Learned counsel for the parties state that the parties have amicably settled the dispute.

2. Consent terms duly signed on behalf of the plaintiffs and the defendants by their respective authorised signatories and their respective counsel are taken on record. They are marked “X”.

3. The Resolutions authorising the Company Secretary of the

plaintiffs and Vice President of the defendants to sign the consent terms are annexed to the consent term as Annexures 1 and 2.

4. In the consent terms, in clause 7(i) it is stated that the defendants do undertake to this Hon'ble Court to unconditionally pay to the plaintiffs a sum of Rs.1,10,00,000/- on or before 31/10/2007. By consent of the parties, the said date is extended till 1/11/2007. Order in terms of consent terms. Suit is disposed of in terms of consent terms. Needless to say that undertakings and confirmations contained in the consent terms are accepted by the court. Refund of court fees if any, as per rules.

[SMT. RANJANA DESAI, J.]